

STATE OF MICHIGAN
COURT OF APPEALS

GENERAL GROWTH PROPERTIES, INC.,

Plaintiff-Appellee,

and

I & H, INC., d/b/a THE HENRY GROUP, d/b/a
GREAT STEAK & FRY COMPANY
RESTAURANT,

Defendants (Not Participating),

v

NICAR MANAGEMENT, INC.,

Defendant-Appellant.

UNPUBLISHED

April 6, 2001

No. 222660

Jackson Circuit Court

LC No. 98-091264-CK

Before: Talbot, P.J., and Sawyer and F.L. Borchard*, JJ.

PER CURIAM.

Defendant appeals as of right from the trial court's order denying its motion for summary disposition and granting summary disposition in favor of plaintiff. We affirm.

Defendant guaranteed two leases between its franchisee, I & H, Inc., and plaintiff, the owner of the properties. The leases expired on December 31, 1996; however, I & H held over in both locations. At approximately the same time, defendant terminated I & H as a franchisee. I & H defaulted on both leases, and plaintiff obtained possession through summary proceedings. Plaintiff tendered possession of the properties to defendant, as required by the guaranties.

Plaintiff filed suit against both I & H and defendant, seeking payment of past due rent and other charges. Both plaintiff and defendant moved for summary disposition pursuant to MCR 2.116(C)(10). Plaintiff asserted that because the terms of the leases and the guaranties were unequivocal once possession of the premises was tendered, no issues of fact existed, and it was entitled to judgment as a matter of law. Defendant contended that if plaintiff continued I & H as a tenant after the leases expired, it did so under new leases of which the guaranties were not a

* Circuit judge, sitting on the Court of Appeals by assignment.

part. The trial court granted plaintiff's motion and denied defendant's motion, finding that the language of the guaranties clearly indicated that those guaranties remained in effect notwithstanding extension of the leases, and that defendant failed to fulfill its obligations under the guaranties.

We review a trial court's decision on a motion for summary disposition *de novo*. *Harrison v Olde Financial Corp*, 225 Mich App 601, 605; 572 NW2d 679 (1997).

Defendant argues that the trial court erred by denying its motion for summary disposition while granting summary disposition in favor of plaintiff. We disagree and affirm the trial court's decision. We note that aside from authority reciting the standard of review for a decision on a motion for summary disposition, defendant cites no authority whatsoever in its brief. A statement of position without citation to supporting authority is insufficient to bring an issue before this Court. *Kuzinski v Boretti*, 182 Mich App 177, 180; 451 NW2d 859 (1989).

Substantively, we conclude that the trial court reached the correct decision. The leases guaranteed by defendant clearly contemplated that tenancy could be held over, and provided that under such circumstances, the same terms would apply to the continued occupancy. The guaranties provided that their terms would continue to apply in the event the leases were extended, and that defendant waived advance notice of any such extension. I & H, the tenant in both properties as of December 31, 1996, continued occupancy after the leases expired. The guaranties anticipated the possibility of a holdover tenancy. Under the circumstances, defendant's obligations as a guarantor were not discharged after December 31, 1996. See *In re Bluestone Estate*, 121 Mich App 659, 667-668; 329 NW2d 446 (1982). The trial court correctly denied defendant's motion for summary disposition and granted summary disposition in favor of plaintiff.

Affirmed.

/s/ Michael J. Talbot
/s/ David H. Sawyer
/s/ Fred L. Borchard